

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CONSTRUCTION LABORERS TRUST
FUNDS FOR SOUTHERN
CALIFORNIA ADMINISTRATIVE
COMPANY etc.,

CASE NO: CV16-1331 JFW (AJWx)

**JUDGMENT BY DEFAULT
AGAINST DEFENDANT SAMROD
CORPORATION**

Plaintiff.

V.

SAMROD CORPORATION etc., et al.,

Defendants.

SURETEC INDEMNITY COMPANY
etc..

Cross-Claimant.

V.

SAMROD CORPORATION etc., et. al.,

Cross-Defendants.

Default has been entered against the defendant, Samrod Corporation (“SAMROD” were not referred to by its full above-captioned name) for its failure to answer or otherwise respond to the complaint of the plaintiff (“CLTF” where not

1 referred to by its full above-captioned name). [See Court Document No. 28.] CLTF
2 has filed a motion for judgment by default against SAMROD. Based upon CLTF's
3 motion, the declarations submitted in support thereof, and all other records and
4 documents on file, the Court finds that there is no just reason or cause for delay in the
5 entry of a final judgment in favor of CLTF and against SAMROD, and grants
6 judgment as follows:

7

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

9

10 **1. JUDGMENT FOR MONETARY DAMAGES IS ENTERED IN**
11 **FAVOR OF THE PLAINTIFF**, Construction Laborers Trust Funds for Southern
12 California Administrative Company, a Delaware limited liability company, an
13 administrator of, agent for collection for, a fiduciary to, and on behalf of the Laborers
14 Health and Welfare Trust Fund for Southern California, Construction Laborers
15 Pension Trust for Southern California, Construction Laborers Vacation Trust for
16 Southern California, Laborers Training and Re-Training Trust Fund for Southern
17 California, Fund for Construction Industry Advancement, Center for Contract
18 Compliance, Laborers Contract Administration Trust Fund for Southern California,
19 Laborers' Trusts Administrative Trust Fund for Southern California, and Southern
20 California Partnership for Jobs Trust Fund, and **AGAINST SAMROD**
21 **CORPORATION, A CALIFORNIA CORPORATION IN THE AMOUNT OF**
22 **\$33,549.59**, consisting of: (a) a principal amount of \$30,636.05 (including \$29,193.64
23 in unpaid fringe benefit contributions, \$1,383.52 in interest, \$11,672.96 in liquidated
24 damages, and \$35.00 in insufficient funds check fees, minus a credit of \$11,649.07);
25 (b) attorneys' fees of \$2,438.17; and (c) costs of \$475.37.

1 2. Neither CLTF nor the aforementioned trust funds on whose behalf it
2 brought this action (“Trust Funds” herein where not referred to by their full above-
3 captioned names) have conducted a full audit of the records of Samrod for any month
4 after December 2014. The monetary judgment issued hereby in paragraph 1 above
5 shall not, and does not, have *res judicata* effect, operate as a bar or effect any other
6 limitation of any right of CLTF or the Trust Funds to determine and collect any
7 amount due, or that comes due, by Samrod Corporation to any one or more of the
8 Trust Funds for any month after December 2014.

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10 3. **FINAL AND PERMANENT INJUNCTIVE RELIEF IS HEREBY**
11 **GRANTED AS FOLLOWS:** Defendant Samrod Corporation, and its managing
12 agents and employees, and all those in active concert or participation with any one or
13 more of them, are hereby ordered to submit to a full audit of Samrod Corporation for
14 the period January 2015 through the date of the audit, to fully cooperate with CLTF
15 and the Trust Funds with respect to the audit in order for them to determine the total
16 amount due to the Trust Funds and the hours of work performed by the Trust Funds'
17 participants and any others entitled to credit toward fringe benefits from any one or
18 more of the Trust Funds, and, specifically, to produce to CLTF and the Trust Funds
19 the following payroll and business records – and any other records determined by
20 CLTF or the Trust Funds to be necessary to conduct a full audit – for inspection,
21 examination and copying:

22
23 3.A. All of SAMROD's payroll and employee records, as well as any
24 other records that might be relevant to a determination of the work performed by
25 SAMROD, its employees, its subcontractors, its lower-tier subcontractors and the
26 employees of SAMROD's subcontractors and lower-tier subcontractors, including but
27 not limited to payroll journals, employee earnings records, certified payroll records,
28 payroll check books and stubs, cancelled payroll checks, payroll time cards and state

1 and federal tax returns (and all other state and federal tax records), as well as labor
2 distribution journals and any other records that might be relevant to an identification
3 of the employees who performed work for SAMROD, its subcontractors or lower-tier
4 subcontractors, or which might be relevant to a determination of the projects on which
5 SAMROD, its employees, its subcontractors, lower-tier subcontractors or the
6 employees of its subcontractors or lower-tier subcontractors performed work,
7 including any records that provide the names, addresses, Social Security numbers, job
8 classification or the number of hours worked by any one or more employee;

9
10 3.B. All of SAMROD's job files for each contract, project or job on
11 which SAMROD, its employees, its subcontractors, its lower-tier subcontractors or
12 the employees of its subcontractors or lower-tier subcontractors worked, including but
13 not limited to all correspondence, agreements and contracts between SAMROD and
14 any general contractor, subcontractor, owner, builder or developer, as well as all field
15 records, job records, notices, project logs, supervisors' diaries and notes, employees'
16 diaries and notes, memoranda, releases and any other records that relate to the
17 supervision of SAMROD's employees, its subcontractors, its lower-tier subcontractors
18 or the employees of its subcontractors and lower-tier subcontractors, or the projects on
19 which SAMROD, its employees, its subcontractors, its lower-tier subcontractors or
20 the employees of its subcontractors or lower-tier subcontractors performed work;

21
22 3.C. All of SAMROD's records related to cash receipts, including but
23 not limited to SAMROD's cash receipts journals, accounts receivable journals,
24 accounts receivable subsidiary ledgers and billing invoices for all contracts, projects
25 and jobs on which SAMROD, its employees, its subcontractors, its lower-tier
26 subcontractors or the employees of its subcontractors or lower-tier subcontractors
27 performed work;

1 3.D. All of SAMROD's bank statements, including but not limited to
2 those for all checking, savings and investment accounts;

3 3.E. All of SAMROD's records related to disbursements, including but
4 not limited to vendors' invoices, cash disbursement journals, accounts payable
5 journals, check registers and all other records which indicate disbursements;

6 3.F. All collective bargaining agreements between SAMROD's and any
7 trade union, and all records of contributions by SAMROD to any trade union trust
8 fund; and

9 3.G. All records related to the formation, licensing, renewal or
10 operation of SAMROD.

11 **4. FINAL AND PERMANENT INJUNCTIVE RELIEF IS HEREBY**
12 **GRANTED AS FOLLOWS:** Defendant Samrod Corporation and its managing
13 agents and employees, and all those in active concert or participation with any one or
14 more of them, are hereby ordered to deliver, or cause to be delivered, the following to
15 the Trust Funds' offices no later than 4:30 p.m. on the 15th day of each month for the
16 duration of the Agreements:

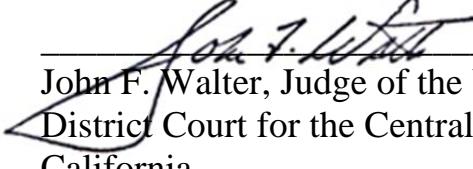
17 4.A. Truthfully and accurately completed monthly fringe benefit
18 contribution reports covering all of SAMROD's accounts with the Trust Funds in
19 existence at the time of delivery, collectively identifying all persons for whom fringe
20 benefit contributions are owed to the Trust Funds for the previous month and their
21 Social Security numbers, and, itemized by person and project, the hours of work
22 performed for which the fringe benefit contributions are due;

1 4.B. An affidavit or declaration from a managing officer or other
2 managing agent of SAMROD attesting under penalty of perjury to the completeness,
3 truthfulness and accuracy of each monthly fringe benefit contribution report
4 submitted; and

5
6 4.C. A cashier's check or checks made payable to the "Construction
7 Laborers Trust Funds for Southern California" totaling the full amount of fringe
8 benefit contributions due by SAMROD to the Trust Funds for the previous month (as
9 set forth on the fringe benefit contribution report(s) submitted).

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11 **THE FAILURE TO COMPLY WITH AN INJUNCTION ISSUED HEREBY**
12 **SHALL BE GROUNDS FOR CONTEMPT OF COURT.**

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14 Dated: July 11, 2016

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16 John F. Walter, Judge of the United States
17 District Court for the Central District of
18 California

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